

A.G. Contract No.: KR05-0576TRN
ECS File No.: JPA 05-050
Project No.: CM-CVN-0(005)A
Section: Various Locations
Project: Traffic Signal Interconnect
TRACS No.: SS590 01D/01C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date August 11, 2005, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. Congress has authorized appropriations for, but not limited to, the twelve eligible categories of transportation enhancement activities.
 4. The project lies within the boundary of the City and has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for their approval.
 5. The City in order to obtain Federal funds for the construction of the Project, is willing to provide City funds to match Federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 6. The interest of the State in the Project is in the acquisition of Federal funds for the use and benefit of the City by reason of Federal Law and regulations under which funds are authorized to be expended for the Project.
-

NO. 27676
Filed with the Secretary of State
Date Filed: 8-11-05

Janice K. Brewer
Secretary of State

By: [Signature]

7. The work embraced in this Agreement and the estimated costs are as follows: Various locations within the City of Avondale.

TRACS No.: SS590 01D

TRACS No.: SS590 01D / 01C

Estimated Total Cost of the Project	\$716,857.00*
Estimated Federal Aid Funds @ 94.3% of \$716,857.00	\$675,996.00
Estimated City Funds @ 5.7% of \$716,857.00	\$ 40,860.00
Estimated ADOT PE Review Costs	<u>\$ 2,000.00</u>
Estimated Total City Funds	\$ 42,860.00

*(Includes 15% CE and 5% contingencies)

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Complete the purchase and installation for work addressed under this Agreement using both Federal Aid and City funds as identified in Section 1.7.

b. Upon execution of this Agreement, invoice the City \$42,860.00 for its matching participation amount.

c. Enter into a Project Agreement with FHWA on behalf of the City covering the work encompassed in said construction contract and will request the maximum Federal funds available, including construction engineering and administration costs. Should costs exceed the maximum Federal Funds available, it is understood and agreed that the City will be responsible for any overage.

d. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement become necessary, the State shall not be obligated to incur any expenditures in the project.

e. Not be obligated to maintain said project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City shall:

a. Upon execution of this Agreement and upon receipt of an invoice from the State, remit \$42,860.00 to the State for the City's matching participation identified in Section 1.7.

b. The cost of the purchase and installation of Cisco Net Working equipment covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

c. Agree to deposit funds in an amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid (capped) received.

d. May request the State to be authorized agent for the City, and all at City's expense, to perform certain work and prepare certain documents required by the FHWA to qualify certain, highway, bridge and railroad grade crossing projects for and to receive Federal Funds. Such work may consist of, but is not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion.

determinations; review of reports, design plans, maps and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this Agreement.

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement becomes necessary, be obligated to incur and will pay for said increased costs.

f. Upon completion of construction, be responsible to provide for, at its own cost and as an annual item in its budget, proper maintenance to the work described in this Agreement.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement or for any resulting construction project. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by the FHWA as stipulate in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received.

3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance by the City shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty-days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said project.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 121-1-12213) and all applicable Federal regulations under the Act including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

City of Avondale
Attn: Charlie McClendon, City Manager
11465 W. Civic Center Drive
Avondale, AZ 85323
(623) 478-3000

11. Pursuant to Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

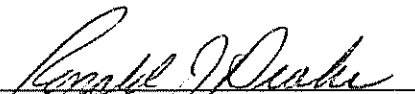
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA

Department of Transportation

By



RONALD J. DRAKE

Mayor

By

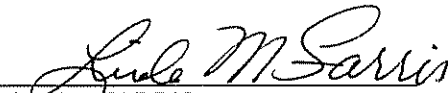


SUSAN TELLEZ

Contract Administrator

ATTEST:

By



LINDA FARRIS

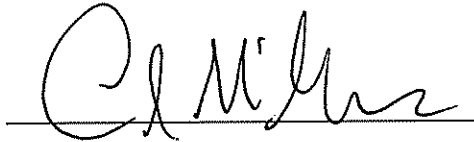
Clerk

JPA 05-050

APPROVAL OF THE CITY OF AVONDALE

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26th day of July, 2005.



City Attorney

RESOLUTION NO. 2506-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO TRAFFIC SIGNAL MANAGEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:


SECTION 1. That the Intergovernmental Agreement with Arizona Department of Transportation for the purpose of accepting funds in the amount of \$675,996.00 and agreeing to contribute a 5.7% match of \$42,860.00 for the installation of equipment to interconnect 28 traffic signals within the City (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 18, 2005.


Ronald J. Drake, Mayor

ATTEST:


Linda M. Farris, City Clerk

APPROVED AS TO FORM:

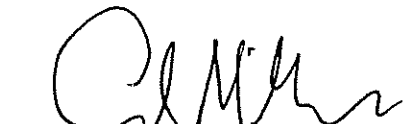

Andrew J. McGuire, City Attorney

EXHIBIT A

[Intergovernmental Agreement]

See following pages.

Minutes of the regular meeting held July 18, 2005 at 7:00 p.m. in the Council Chambers.

MEMBERS PRESENT

Mayor Drake and Council Members

Vice Mayor Lynch
Albert Carroll, Jr.
Jason Earp
Gail Leitner
Marie Lopez Rogers
Chuck Wolf

ALSO PRESENT

Charlie McClendon, City Manager
Andrew McGuire, City Attorney
Pier Simeri, Community Relations and Public Affairs Manager
Kevin Artz, Finance and Budget Director
Lynn Parkin, Assistant Police Chief,
The Honorable Richard Lynch
Connie Randall, Planner
Anna Roedler, Planner II
Nathan Crane, Planning Manager
David Fitzhugh, Assistant City Manager
Linda Farris, City Clerk

STATEMENT BY THE CITY CLERK

Linda Farris, City Clerk, read a statement regarding public appearances.

2) CITY MANAGER'S REPORT

Introduction of the Assistant to the Mayor and Council

Pier Simeri, Community Relations and Public Affairs Manager, introduced Sammi Mangus, the new Assistant to the Mayor and City Council.

3) RECOGNITION ITEMS (MAYOR PRESENTATIONS)

No items were brought forward.

4) UNSCHEDULED PUBLIC APPEARANCE

No requests to speak were submitted.

5) CONSENT AGENDA

Council Member Wolf pulled Item 5(a) from the Consent Agenda.

- b. CONFIRMATION OF CITY ATTORNEY RELOCATION**
A request to confirm the relocation of the City Attorney from Jorden Bischoff, McGuire & Hiser, P.L.C. to Gust Rosenfeld, P.L.C. and to authorize the City Manager to execute an engagement letter with Gust Rosenfeld.
- c. PATRICK PROPERTIES 2 ANNEXATION AUTHORIZATION**
A request from Jeffrey M. Blilie of Beus Gilbert to annex a one-acre piece of land located along Avondale Boulevard north of McDowell Road and for Council authorization to begin the annexation process.
- d. FINAL PLAT – VILLAGE AT TRES RIOS LANDING – FP-05-6**
A request from Mr. Wojcich Mrugala, Richmond American Homes, for final plat approval for the Village at Tres Rios Landing, 16 acres, located south of the southeast corner of Dysart Road and Buckeye Road.
- e. AMENDMENT 1 – CONSTRUCTION MANAGER AT RISK – PCL CIVIL CONSTRUCTORS, INC. – NORTHSIDE ARSENIC TREATMENT FACILITY**
Amendment 1 to the Construction Manager at Risk agreement with PCL Civil Constructors, Inc. for the Northside Arsenic Treatment Facility in an amount not to exceed \$3,568,152.
- f. AMENDMENT 1 – URS CORPORATION – WELL 23 PROJECT**
Amendment 1 to the professional services agreement with URS Corporation for additional design services relating to the Well 23 project in an amount not to exceed \$26,677.75.
- g. PROFESSIONAL SERVICES AGREEMENT – AMEC EARTH & ENVIRONMENTAL DESIGN, CONSTRUCTION MANAGEMENT AND WELL ABANDONMENT WELL 24**
A professional services agreement with AMEC Earth & Environmental for design, construction management and well abandonment services for Well 24 in an amount not to exceed \$64,710.
- h. CENTRAL ARIZONA WATER CONSERVATION DISTRICT – EXCESS WATER PROGRAM - AGREEMENT**
An agreement to purchase excess water from the Central Arizona Water Conservation District.
- i. AMENDMENT – FULTON HOMES AGREEMENT – WATER TRANSMISSION LINE AND STREET IMPROVEMENT**

An amendment to the agreement with Fulton Homes for the reimbursement of costs to install road improvements and a water transmission line in Van Buren Street between Links Drive and Avondale Boulevard, in the amount of \$238,634.17.

- j. SPECIAL EVENT LIQUOR LICENSE – SOUTHWEST HISPANIC CULTURE – FUNDRAISER DANCE**
A request from Armando Moraga, representing the Southwest Hispanic Culture Association, for a special event liquor license, to be used in conjunction with a fund raising dance to be held on August 27, 2005 at the Estrella Vista Reception Center, 1471 North Eliseo C. Felix Jr. Way.
- k. SPECIAL EVENT LIQUOR LICENSE – SOUTHWEST HISPANIC CULTURE – FIESTAS PATRIAS**
A request from Armando Moraga, representing the Southwest Hispanic Culture Association, for a special event liquor license, to be used in conjunction with a fund raising dance to be held on September 9 and 10, 2005 at Coldwater Park.
- l. PROFESSIONAL SERVICES AGREEMENT – ESI CORP. ECONOMIC DEVELOPMENT PLAN**
A professional services contract with ESI Corp. to prepare a citywide Economic Development Plan in the amount of \$100,000.
- m. RESOLUTION – CITY OF GOODYEAR – TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT**
A resolution authorizing an intergovernmental agreement with the City of Goodyear that will allow the City of Avondale to collect \$77,000 for the transit services provided to the City of Goodyear.
- n. RESOLUTION – CITY OF LITCHFIELD PARK – TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT**
A resolution authorizing an intergovernmental agreement with the City of Litchfield Park that will allow the City of Avondale to collect \$16,000 for the START Bus route 131 transit services provided to the City of Litchfield Park.
- o. RESOLUTION – CITY OF TOLLESON – TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT**
A resolution authorizing an intergovernmental agreement with the City of Tolleson that will allow the City of Avondale to collect \$52,000 for the START Bus route 131 transit services provided to the City of Tolleson.
- p. RESOLUTION – COMMUNITY FACILITIES DISTRICTS POLICY**

A resolution approving the City of Avondale Community Facilities Districts Policy.

q. RESOLUTION – INTERGOVERNMENTAL AGREEMENT – AGUA FRIA UNION HIGH SCHOOL DISTRICT 216

A resolution authorizing an intergovernmental agreement with Agua Fria Union High School District 216 for the design and construction of a traffic signal located at Dysart Road and the District's bus loop access.

r. RESOLUTION – INTERGOVERNMENTAL AGREEMENT – ARIZONA DEPARTMENT OF TRANSPORTATION

A resolution authorizing an intergovernmental agreement with the Arizona Department of Transportation for the purpose of accepting Close Out funds in the amount of \$675,996, for the procurement and installation of equipment to interconnect 28 traffic signals within the City of Avondale.

s. RESOLUTION – ESTABLISHING THE AVONDALE ARTS COMMITTEE

A resolution establishing the Avondale Municipal Arts Committee.

t. RESOLUTION – AMENDING COUNCIL RULES OF PROCEDURE -- MANNER OF ADDRESSING THE COUNCIL, RELATING TO DISCLOSURE OF PERSONAL INFORMATION

A resolution amending the City of Avondale City Council Rules of Procedure, Section 10.2, Manner of addressing the Council, relating to disclosure of personal information.

u. ORDINANCE – RIGHT-OF-WAY – SOUTH AVONDALE SIDEWALK PROJECT PHASE II

An ordinance accepting the dedication of certain rights-of-way related to the South Avondale Sidewalk Project Phase II.

v. RESOLUTION – INTERGOVERNMENTAL AGREEMENT – CITY OF TOLLESON

A resolution authorizing an intergovernmental agreement with the City of Tolleson defining operation and maintenance responsibilities for jointly owned streets including 99th Avenue, Van Buren and 107th Avenue.

Andrew McGuire, City Attorney, read Resolutions 2501-05, 2502-05 and 2503-05, 2504-05, 2505-05, 2506-05, 2507-05, 2508-05, and 2509-05, and Ordinance 1122-05 by title only. Vice Mayor Lynch moved to adopt the ordinances and resolutions and approve the consent agenda as amended. Council Member Wolf seconded the motion.

Minutes of the Regular Meeting held July 18, 2005
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ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Rogers	Aye
Council Member Wolf	Aye
Council Member Carroll	Aye
Council Member Leitner	Aye
Vice Mayor Lynch	Aye
Mayor Drake	Aye

Motion carried unanimously.

a. APPROVAL OF MINUTES

- Special meeting of June 1, 2005
- Work Session of June 20, 2005
- Regular meeting of June 20, 2005
- Work Session of June 13, 2005
- Regular meeting of July 5, 2005

Council Member Wolf moved to approve the Minutes, amending the minutes of the June 20 meetings to reflect Council Member Earp's absence was excused. Council Member Rogers seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Rogers	Aye
Council Member Wolf	Aye
Council Member Carroll	Aye
Council Member Leitner	Aye
Vice Mayor Lynch	Aye
Mayor Drake	Aye

Motion carried unanimously.

6) RESOLUTION – SALE AND ISSUANCE – REFUNDING GENERAL OBLIGATION BONDS SERIES 2005

A resolution authorizing all matters necessary in connection with the sale and issuance of General Obligation Refunding Bonds, Series 2005 including the execution and delivery of certain documents and the delegation to the Finance and Budget Director of the authority to designate certain matters in connection therewith and with respect to bonds being refinanced with the proceeds of the sale of said bonds; providing for the annual



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0576TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 1, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script that reads "Susan Davis". The signature is written in dark ink and is positioned above the printed name and title.

SUSAN DAVIS
Assistant Attorney General
Transportation Section